

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



Tim Gallagher, Director

May 18, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

**AUTHORIZE ACCEPTANCE AND IMPLEMENTATION OF AWARD
FROM THE AMATEUR ATHLETIC FOUNDATION FOR
COUNTYWIDE AQUATICS "SUMMER SWIM 2004" PROGRAM
(ALL DISTRICTS - 3-Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and direct the Director of the Department of Parks and Recreation to accept and implement a \$93,935.70 grant from the Amateur Athletic Foundation for the Summer Swim 2004 Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the agreement will authorize the Department of Parks and Recreation (Department) to accept \$93,935.70 from the Amateur Athletic Foundation (AAF) for the Summer Swim 2004 Program.

Each year, the Department operates swimming pools (Attachment A) during the summer, providing swim instruction, recreational, and competitive swim opportunities to the residents of Los Angeles County. The AAF provides funds for aquatics programming activities throughout Los Angeles County, and has partnered with the Department since 1987, in support of the Summer Swim Program. The funding provided through this grant program will be used to offset costs for existing program staff, participant awards, staff uniforms, and necessary program equipment. Program components include supervised competitive swim, competitive diving, and synchronized swim and water polo with special emphasis on improving the overall physical well-being, stamina and watermanship of participants through conditioning sessions and inter-pool competitions.

Expanded outreach and marketing of competitive aquatics programs under the theme "Hydromania" will be used to capitalize on the 2004 Olympics in Athens, Greece and the Department's 60th Anniversary.

Implementation of Strategic Plan Goals

The authorization to accept this grant enhances Fiscal Responsibility (Goal 4) by increasing the Department's public/private partnerships. In addition, the funding requested from the AAF Grant Program will provide the Department with fiscal resources necessary to enhance and improve programming at various parks.

Furthermore, this continued commitment on improving the lives of children in families supports Children and Families' Well-Being (Goal 5) through effective coordination and collaboration with community stakeholders, as well as Improving the Quality of Life for the Residents of Los Angeles County unincorporated communities (Goal 6) by offering aquatic services responsive to the community's needs.

FISCAL IMPACT/FINANCING

The AAF funding provided through this grant program will be used to offset Departmental costs for the Summer Swim 2004 Program and will have no impact on the Department's General Fund. The total grant funding is \$93,935.70, of which \$73,460.66 is direct funding to the Department and \$20,475.74 are funds that benefit the County and is reflective of direct payments to vendors by the AAF for equipment, t-shirts, and lifeguard hats.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department will be required to operate the Summer Swim 2004 Program in accordance with the standard terms and conditions of the AAF agreement.

IMPACT ON CURRENT SERVICES AND PROJECTS

The program offers novice swimmers the opportunity to participate in specialized instruction to develop competitive swimming and diving skills, and participate in synchronized swimming and water polo. Additionally, youth are offered the opportunity to participate in individual competitive meets and team competition. The program benefits these youth because individual instruction is offered at no-charge, whereas in other municipalities specialized instruction usually involves participant fees. The availability of this program greatly enhances the County's current competitive swim and dive program, and generates greater participant interest and exposure to the competitive aquatic sport of water polo and synchronized swimming for those youths who may not have available resources to participate in such aquatics programs.

CONCLUSION

It is requested that two (2) conformed copies of this letter be returned to the Department of Parks and Recreation.

Respectfully submitted,


For Tim Gallagher
Director

Attachment

c: Chief Administrative Officer
Executive Officer, Board of Supervisors

NON-CAPITAL

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the AMATEUR ATHLETIC FOUNDATION OF LOS ANGELES (the "Foundation") and the COUNTY OF LOS ANGELES, (the "Grantee"), acting through its Department of Parks and Recreation.

RECITALS

A. The Foundation, a California nonprofit public benefit corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, amateur sports programs, primarily for youth, in the Southern California area and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject to the provisions of this Agreement, the Foundation hereby agrees to grant the sum of not more than **\$93,935.70** (the "Grant") to the Grantee for the purposes set forth on Schedule A attached hereto. The Foundation shall have no obligation, however, to segregate or set aside any funds or assets for the payment of the Grant. The Grantee shall use the Grant solely for the purposes, and for organizing, implementing and conducting the program (the "Program"), set forth on Schedule A attached hereto. Notwithstanding any other provision of this Agreement, the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither the Grant nor the income therefrom may be used for purposes other than those so described. Subject to the provisions of Paragraphs 3 and 8 herein, the Grant shall be payable as set forth on Schedule B attached hereto. The Grantee covenants that it will hold all unexpended amounts of the Grant in interest- bearing bank accounts with the bank or banks set forth on Exhibit B attached hereto.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal (the "Proposal") to the Foundation, which Proposal includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation.

3. Conditions to Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

(a) All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Foundation, have been obtained and not revoked.

(b) No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.

(c) The conditions set forth on Schedule C attached hereto shall have been fully satisfied.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

(a) To repay any portion of the Grant which is not used for the purposes of the Grant.

(b) To submit to the Foundation full and complete at least periodic reports, not less frequently than annual, on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

(c) To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

(d) Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

(e) In the performance of this Agreement, the expenditure of the Grant and the organization, implementation and conduct of the Program (i) to comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not to discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

(f) Without the prior written approval of the Foundation, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

5. Representations of Grantee. The Grantee represents and warrants to the Foundation that:

(a) The Grantee is the County of Los Angeles, acting through its Department of Parks and Recreation, located at 433 South Vermont Avenue, Los Angeles, California 90020, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties and to execute and deliver, and to perform its obligations under, this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

(c) All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

(d) The execution and delivery of this Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee any order, writ, judgment, decree, determination or award to which the Grantee is a party or (iii) result in the breach of or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

(e) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant, except as is disclosed on Schedule C attached hereto.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given any other person, organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials relating to the Grant and the Program. The Foundation may, in its discretion, also publish and distribute promotional materials relating to the Program and the Grant. The Grantee shall have no right to use any symbol, logo, trade name or trademark of the Foundation without the Foundation's advance written consent.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of or ability to fulfill its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule D attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within five (5) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation and any person designated by it full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of this Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports required to be maintained or provided hereunder, (d) has failed to abide by any other term or condition of this Agreement or (e) has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant and, if such termination is pursuant to clause (a), (b), (c) or (e) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or the Grant shall include the following clause:

"It is expressly agreed and understood that neither the Amateur Athletic Foundation of Los Angeles (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and all other programs and activities of the Grantee and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured except as expressly set forth on Schedule C attached hereto. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or either written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all policies of insurance carried by the Grantee.

11. Other Provisions. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

12. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

13. Termination of Grant. The Grantee covenants to execute and deliver to the Foundation a termination letter in the form attached hereto as Exhibit "1" upon completion of the program.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on _____, 2004.

GRANTEE:

COUNTY OF LOS ANGELES, DEPARTMENT
OF PARKS AND RECREATION

FOUNDATION:

AMATEUR ATHLETIC
FOUNDATION OF
LOS ANGELES

By: 

Tim Gallagher
Director

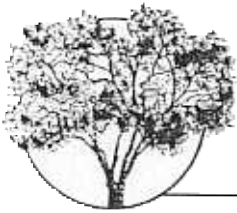
By: _____
Anita L. DeFrantz
President

SCHEDULE A

DESCRIPTION OF PROGRAM AND PURPOSES:

The purpose of SUMMER SWIM 2004 is to augment the County's "Beginning Competitive Swim" program at 27 pools and "Learn to Dive" program at 12 pools, the water polo program at 10 pools and the synchronized swimming program at 8 pools. The Grant will provide for instructors' hourly compensation, equipment, staff T-shirts, hats and training necessary for the program. Additionally, the Grant will provide instructors' hourly compensation and equipment for the introduction of a Winter/Spring Water Polo Program. The goal of SUMMER SWIM 2004 is to reach 2,000 youngsters, ages 7 to 17. As a competitive component for SUMMER SWIM 2004, qualified participants will be able to compete in any one of the following competitions: Summer Swim Festival, Diving Festival, the Water Polo Festival and the Synchronized Swimming Festival.

The proposal attached hereto is incorporated herein by this reference. The term of this Grant will commence at the signing of this agreement and conclude September 30, 2004.



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



Tim Gallagher, Director

February 5, 2004

Jacqueline Hansen, Program Officer
Amateur Athletic Foundation of Los Angeles
2141 West Adams Boulevard
Los Angeles, CA 90018-2040

Dear Ms. Hansen:

SUMMER SWIM 2004

The Department is pleased to submit a proposal for the Summer Swim 2004 Program. As one of the legacy programs of the Amateur Athletic Foundation, a request of \$95,083.40 is again being sought by the Department to provide competitive aquatic opportunities.

As the Department continues to encourage youth to participate in competitive aquatics, epidemic proportions of obesity and Type II Diabetes can be seen in the youngest of Los Angeles' children. By wrapping the Healthy Parks Program around Summer Swim, children will receive a well-rounded physical fitness regime to prepare them for competitive aquatics. It must also be mentioned that the County of Los Angeles continues to provide free instructional swim classes, recreational and competitive aquatics opportunities.

After 17 years of continued sponsorships by the Amateur Athletic Foundation, we look forward to your continued support of the Los Angeles County Department of Parks and Recreation Summer Swim Program. Together, we can continue to make a major impact on the lives of children.

Should you have any question, please do not hesitate to contact me by email mdramos@co.la.ca.us or by phone at (213) 7358-2811.

Sincerely,

Margarita D. Ramos
Special Assistant to the Director

Attachments

A Partnership between the Amateur Athletic Foundation &
Los Angeles County Department of Parks and Recreation
SUMMER SWIM 2004

Introduction

Since the 1984 Olympics, the Amateur Athletic Foundation (AAF) and Los Angeles County Department of Parks and Recreation (DPR) have forged a partnership to promote competitive sports programs that make an impact on children and families throughout the County of Los Angeles. Endowed with surplus funds after the 1984 Olympics, the AAF mission is to, “serve youth through sport and to increase knowledge of sport and its impact on people’s lives.” An important part of the DPR is its mission to provide an estimated ten million residents of Los Angeles County with diverse, quality recreational opportunities at its 130 public parks and recreation facilities.

As the Department continues to encourage youth to participate in competitive aquatics, epidemic proportions of obesity and Type II Diabetes can be seen in the youngest of Los Angeles’ children. By wrapping the Healthy Parks Program around Summer Swim, children will receive a well-rounded physical fitness regime to prepare them for competitive aquatics. It must also be mentioned that the County of Los Angeles continues to provide free instructional swim classes, recreational and competitive aquatics opportunities.

For more than 17 years the AAF has supported competitive aquatics programs in Los Angeles County parks. This proposal marks a turning point in our partnership as we undertake a major strategic planning process to change how we’ve done business by targeting the need for increased outreach, and improving physical fitness levels in the more than 2,209,165ⁱ (ages 5-19) children of Los Angeles County. The increase of

obesity and Type 2 diabetes in our children are now at epidemic proportions and DPR is committed to focusing all resources to combat this trend. The Department again requests \$95,083.40 in grant funds to support Summer Swim 2004. In addition, all of the department's 130 facilities will be increasing their outreach efforts to improve the overall health and fitness of our youth and, through programs such as Summer Swim, develop a passion for life-long recreational activities and competition.

The Department along with the County's 88 cities are being encouraged to support the "Healthy Parks" Program. The mission of the Healthy Parks Program is to create healthy communities through people, parks and programs by offering family-oriented and culturally informed health and nutrition; exercise programs; and educational opportunities that work together to improve the quality of life for all Los Angeles County residents. By bringing the AAF, DPR, and Healthy Parks Program missions together, we build a foundation by outreaching to the more than 3,360 participants of the Department's After School Program. They will learn of the many physical fitness opportunities, develop an interest in competitive aquatics sports while incorporating swimming into a healthy lifestyle for long-term good health. The after school youth will be involved in one hour of daily physical activity and, during the summer months, encouraged to attend the Summer Swim program.

To inspire youth involvement within the Summer Swim Program, a special effort is made to ensure every participant receives some type of recognition in the form of a medal or ribbon as an achievement of a personal goal. These medals and ribbons are an important motivational tool encouraging retention of participation for competitive aquatic programs.

Program Objectives

- Conduct the 2004 Swim program components of supervised competitive swim, competitive diving, synchronized swim and water polo.
- Improve the overall physical well-being, stamina and watermanship of participants through conditioning sessions and inter-pool competitions which culminate at regional and countywide events. The \$95,083.40 AAF grant will fund the direct costs associated with the competitive swim, competitive dive, synchronized swim, and water polo components of Summer Swim. The Department will be matching the AAF grant with \$256,609.19 from its 2003-04 & 2004-05 General Fund Budget to operate 27 pools at a cost of \$13,025.65 each. The Department continues to conduct swim lessons, recreational swimming, and water-safety programs, all of which feed into the competitive aquatics programs. In addition, the Department provides an indirect match by requiring that 48 after-school programs serving more than 3,360 youth provide at least one hour of physical activity each day. Youth attending the summer session of the After School program will be encouraged to participate in Summer Swim.
- Expanded outreach and the marketing of competitive aquatics programs under the theme "Hydromania" will be used to capitalize on the 2004 Olympics in Athens, Greece and the Department's 60th Anniversary.

For the 2003/2004 Fiscal Year, approximately 2,300 youth participated in the ten-week Summer Swim Program. A staff goal is to increase the number of youth enrolled and participating in instructional swim programs, integration of other physical activities to compliment the Summer Swim Program. The program instructional swim programs

continue to be offered free of charge providing many novice swimmers an opportunity to learn how to swim, be water safe, and the importance of cross training to develop strong competitive aquatics skills. Youth enrolled and participating will be encouraged to develop stamina through strength training simultaneously with their swimming, diving, water polo, and synchronized swimming skills.

Program Structure

The Department's 130 facilities and all of its Healthy Park partnering agencies will be promoting outreach to all of their youth participants to become involved in the "Learn to Swim" program. Learn to Swim participants will be the source of future novice swimmers for Summer Swim Programs. The program descriptions are as follow:

- **Beginning Competitive Swim** involves novice swimmers between the ages of seven and 17 years who participate in stroke improvement classes at each participating swimming pool. These classes are designed to train novice swimmers in four (4) different swimming strokes: freestyle, backstroke, breaststroke and butterfly. In addition to stroke techniques, participants will receive instruction in practice and competitive starts, turns, and finishes.

Stroke improvement sessions will be conducted for one (1) hour, Monday through Friday, during three (3) two-week sessions at each pool space. Class size is limited to ten (10) participants to allow quality individualized instruction. Class registration will be conducted prior to the start of each session on a first-come, first-served basis. In the case where participant registration exceeds the maximum class size, the first (10) registered participants will be selected and the remaining youth will be automatically pre-registered for the next available

session. Participants completing a stroke improvement session will not be allowed to re-register until all new swimmers have had an opportunity to register. Department trained and certified Senior Pool Lifeguards will be responsible for conducting the stroke improvement instruction. Each participant will be timed during the first class and closely monitored throughout the entire session. At the conclusion of each session, participants will review the recorded finishing times with their instructors who will follow the participant's progress and stroke improvement. Participants will be taught heart rate and weight management monitoring.

In addition, all Swim 2004 participants will be encouraged to train with the County competitive swim teams during daily training/conditioning sessions and participate in the County inter-pool competitions on selected Saturdays. A minimum of two (2) inter-pool meets will be required for participants to be eligible for participation in the County's regional championship. During these competitions, youth swimmers will be categorized for competition by gender and age. The following competition categories are used for both boys and girls: eight years of age and under, nine to ten years, 11 to 12 years, 13 to 14 years, and 15-17 years. Following the completion of the inter-pool competitions and the County regional championship, qualifying participants will represent the County in a culminating competitive swim meet, sponsored by the AAF for participating agencies.

- **Competitive Dive** will be continued in the Department's Swim Program curriculum and schedule. Instruction will take place at twelve (12) participating

pools. Class size will be limited to a ratio of one instructor per ten participants in one, one-hour instruction session occurring five (5) days a week for two (2) weeks. During this program, the Department proposes to conduct a maximum of three, two-week dive training sessions.

At the completion of each scheduled Competitive Dive session, participants will be encouraged to join an existing County dive team to further their training and gain competitive experience through inter-pool and/or regional competitions. During these competitions, divers will be categorized for competition by gender and age. The following competition categories will be used for both boys and girls: eight years and under, nine to ten years, 11 to 12 years, 13 to 14 years and 15 to 17 years.

- **Water Polo** continues in the Department Swim Program curriculum and schedule. Instruction will take place at ten (10) participating pools. Class size will be limited to thirteen (13) participants in one, one-hour instruction session occurring five (5) days a week for two (2) weeks. During this program, two, two week water polo training sessions will be conducted.

At the completion of the Water Polo instructional sessions participants will be encouraged to further their training and gain competitive experience through team competitions. During these competitions, players are categorized for competition by age. The following competition categories are used for both boys and girls: ages ten and under, and 14 and under

- **Synchronized Swimming** will be conducted at eight sites for one hour classes, five (5) days a week for eight weeks. An extra 11 hours per site will be allocated

for marketing and registration. The Synchronized Swimming clinics/instructional sessions will result in the All County Championships at the end of this season.

Summary

During the past 16 years, the Department and AAF has come full circle to help develop a culture of healthy, vibrant, and spirited children who will become the future Olympians.

It is with anticipation and high expectations that the next 16 years are met with the same commitment to competitive sports, to creating a strong community while making an impact on the lives of children in Los Angeles County.

ⁱ 2000 Census Bureau for children 5-19

**SUMMER SWIM 2004
LOS ANGELES COUNTY
DEPARTMENT OF PARKS AND RECREATION
SWIMMING POOL SITES**

East County Community Service Agency (7 Pools)

Norman S. Johnson Aquatics Center - C, D	405 S. Santa Anita Avenue, Arcadia, 91006
Atlantic Avenue Park- C, D, X	570 Atlantic Avenue, Los Angeles, 90022
Belvedere Park - C, D, S	9419 E. Cesar Chavez Avenue, Los Angeles 90022
City Terrace Park -C, D	1126 N. Hazard Avenue, Los Angeles, 90063
Obregon Park-C, D	4021 E. First Street, Los Angeles, 90063
Roosevelt Park-C, D, S, X	7600 Graham Avenue, Los Angeles 90001
Salazar Park- C, D	3864 Whittier Boulevard, Los Angeles, 90023

North County Community Services Agency (6 Pools)

El Cariso Park-C, D, X, S	13100 Hubbard Street, Sylmar, 91342
Knollwood Golf Course-C	12040 Balboa Boulevard, Granada Hills, 91344
Lane Park-C, D, X, S	5520 W Avenue L-8, Quartz Hill, 93534
Loma Alta Park-C, D	3330 Lincoln Avenue, Altadena, 91001
Martin Park-C, D, X	35548 N 92 nd Street, Littlerock, 93543
Val Verde Park-C, D	30300 W Arlington Street, Val Verde, 91384

South Community Services Agency (15 Pools)

Alondra Park-C	16400 Prairie Avenue, Lawndale, 90260
Athens Park (Garrott Pool) - C, D	12603 S Broadway, Los Angeles, 90061
Bethune Park-C, D	1244 E. 61 st Street, Los Angeles, 90001
Campanella Park-C, D, S	14812 Stanford Avenue, Compton 90221
Carver Park-C, D	1400 E. II 8 th Street, Los Angeles, 90059
Cerritos Park-C, D, X, S	19700 S. Bloomfield Avenue, Cerritos, 90701
Enterprise Park-C	13055 Clovis Avenue, Los Angeles, 90059
Jesse Owens Park-C, D, X, S	9835 S. Western Avenue, Los Angeles, 90047
Keller Park-C, D	1045 W 126 th Street, Los Angeles, 90044
La Mirada Park-C, D, X, S	13701 S Adelfa Avenue, La Mirada, 90638
Lennox Park-C, D, X	10828 S. Condon Avenue, Lennox, 90304
Mona Park-C, D	2291 E. 121 st Street, Compton, 90222
Victoria Park-C, D, X, S	419 E. 192 nd Street, Carson, 90746
Washington Park (Krejci Pool)-C, D	8900 S. Maie Avenue, Los Angeles, 90001
Watkins Park (formerly Will Rogers)-C, D	1335 E. 103 rd Street, Los Angeles, 90002

C=Competitive Swimming Sites (27)

D=Competitive Dive Sites (12)

X=Water Polo Sites (10)

S=Synchronized Swimming Sites (8)

ATTACHMENTS

Budget

MSH

QUOTE PRINT
 RECREONICS, INC.
 4200 SCHMITT AVENUE
 LOUISVILLE, KY 40213
 (800) 428-3254
 FAX (800) 428-0133
 INTERNATIONAL (502) 458-5731
 FAX (502) 458-9777

REPRINT
 NO. 254485

Page 1

12/04/03

Quoted-to: 11794
 COUNTY/LOS ANGELES/PARKS & REC
 PROCUREMENT SECTION
 433 SOUTH VERMONT AVE
 LOS ANGELES, CA 90020

Ship-to: SAME
 COUNTY/LOS ANGELES/PARKS & REC
 PROCUREMENT SECTION
 433 SOUTH VERMONT AVE
 LOS ANGELES, CA 90020

Phone#: 213-738-3309 EMAIL-FILE:
 FAX#: 661-294-3505 A/P EMAIL-KEYED:

PO/REF #	EXPIRES	SLP	SHIP VIA	FREIGHT	QUOTED BY
	12/23/03	026	BEST	PPD&BILL	MIKE HARTNETT

QUOTED TO: DAVID ZEMP

T=661 294 3532

X=661 295 0920

LINE	ITEM DESCRIPTION	S/D	ORDERED UM	PRICE UM	EXTENSION
001	92526 SHOT CLOCK SYSTEM (2 DISPLAYS 50' & 200' CABLE)	D	1 EA	1625.19 EA	1625.19
002	92528 SCOREBOARD (CONTROL BOX 25' CABLE)	D	1 EA	1915.59 EA	1915.59

(PRICES INCLUDE SHIPPING)

PLEASE CONTACT ME WHEN READY
 TO ORDER, OR IF YOU HAVE
 QUESTIONS....

X 427

TOTAL THIS QUOTE 3540.78

TO ACCEPT THIS QUOTE PLEASE SIGN AND DATE BELOW & FAX WITH COVER SHEET
 ATTN: MIKE HARTNETT AT 1-800-428-0133

By: _____

Date: _____

FREIGHT CHARGES, SALES TAX, ETC., IF
 APPLICABLE TO BE ADDED TO THIS QUOTE.
 QUOTE SUBJECT TO ALL RECREONICS SALES
 POLICIES & FINAL APPROVAL BY MANAGEMENT.

2004 Summer Swim
Staff Shirts and Hats

Attachment C

Staff Lifeguard Shirts

Item Description	Quantity North	Quantity South	Quantity East	Totals Shirts
Small	70	0	0	70
Medium	60	30	24	114
Large	0	200	24	224
XL	0	120	24	144
XXL	40	40	36	116
XXXL	21	10	24	55
Subtotal	191	400	132	
TOTAL				723
Cost/Unit @ \$4.25	\$552.50	\$1,487.50	\$306.00	
Cost/Unit @ \$4.75	\$289.75	\$237.50	\$255.00	
Sales Tax @ 8.25%	\$69.49	\$142.31	\$46.28	
Total North	\$911.74			
Total South		\$1,867.31		
Total East			\$607.28	
Total Shirt Cost				\$3,386.33

Staff Lifeguard Hats

	Quantity North	Quantity South	Quantity East	Total Hats
	0	115	50	165
Cost/Unit @ \$3.50	\$0.00	\$402.50	\$175.00	
Sales Tax @ 8.25%	\$0.00	\$33.21	\$14.44	
Total North	\$0.00			
Total South		\$435.71		
Total East			\$189.44	
Total Shirt Cost				\$625.14

Attachment B

Program	Item Description	Cost per unit	North	South	East	Quantity Totals	Amount Requested w/tax
Inter-pool Meets	Ribbons First Place	\$0.455	1800	1400	500	3,700	\$1,822.39
Inter-pool Meets	Ribbons Second Place	\$0.455		1400	200	1,600	\$788.06
Inter-pool Meets	Ribbons Third Place	\$0.455		1400	0	1,400	\$689.55
Regional Meet	Medals First Place (1 1/4)	\$3.00		148	88	236	\$766.41
Regional Meet	Medals Second Place (1 1/4)	\$3.00		148	88	236	\$766.41
Regional Meet	Medals Third Place (1 1/4)	\$3.00		148	88	236	\$766.41
Regional Meet	Medals Fourth Place (1 1/4)	\$3.00		148	88	236	\$766.41
Regional Meet	Medals Fifth Plac (1 1/4)	\$3.00		148	88	236	\$766.41
Regional Meet	Medals Six Place (1 1/4)	\$3.00		148	88	236	\$766.41
County Meets	Ribbons First Place	\$0.455	128	24	0	152	\$74.87
County Meets	Ribbons Second Place	\$0.455	128	24	0	152	\$74.87
County Meets	Ribbons Third Place	\$0.455	128	24	0	152	\$74.87
County Meets	Ribbons Fourth Place	\$0.455		24	0	24	\$11.82
County Meets	Ribbons Sixth Place	\$0.455		24	0	24	\$11.82
County Meets	Ribbons Seventh Place	\$0.455		24	0	24	\$11.82
County Meets	Ribbons Eighth Place	\$0.455		24	0	24	\$11.82
County Meets	Ribbons Ninth Place	\$0.455		24	0	24	\$11.82
County Meets	Medals First Place (1 3/4)	\$4.00	130	24	128	282	\$1,221.06
County Meets	Medals Second Place (1 3/4)	\$4.00	130	24	128	282	\$1,221.06
County Meets	Medals Third Place (1 3/4)	\$4.00		24	128	152	\$658.16
TOTAL NORTH							\$2,201.50
TOTAL SOUTH							\$5,358.77
TOTAL EAST							\$3,722.18
TOTAL RIBBONS/MEDALS							\$11,282.45

Attachment D

AAF -Dive Festival		# of Staff	# of Hours	Salary Rate	Salaries	Employee Benefits 6%	Total S & EB	Other Fees
Los Angeles County -North Agency Host								
Senior Pool Lifeguard (Day of Event)		10	10	13.73	\$1,373.00	\$82.38	\$1,455.38	
Senior Pool Lifeguard (Training)		10	4	13.73	\$549.20	\$32.95	\$582.15	
Contracted Agent Fees-Judges (5)								
Announcer								\$750.00
Food/Beverages								\$150.00
Reprographics								\$900.00
Subtotal Dive Festival Host							\$100.00	
TOTAL AAF-Dive Festival Host							\$2,037.53	\$1,900.00
								\$3,937.53

SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal. The amounts and timing of the payment of installments of the Grant as set forth in such funding schedule are subject to change, in the discretion of the Foundation, in the following circumstances:

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule D attached thereto are not submitted in a timely manner or with all required information.
2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Foundation.
3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation's purchase requisition procedures for equipment and other items required by the Program.

FUNDING SCHEDULE:

<u>Amount</u>	<u>Date</u>
\$48,460.66	June 16, 2004
\$20,000.00	July 30, 2004
\$5,000.00	September 15, 2004

The additional \$20,475.04 are funds that benefit the County and is a direct payment for equipment, t-shirts, and lifeguard hats made to vendors by the Foundation bringing the Grant total to \$93,935.70.

BANK(s) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT #: Treasurer-Tax Collector/County General Fund

MAIL CHECK TO:

County of Los Angeles
Department of Parks and Recreation
Attn: Tim Gallagher, Director
433 South Vermont Avenue, 3rd Floor
Los Angeles, CA 90020

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO GRANT:

Pursuant to the provisions of Section 10, Terms and Conditions and Schedule C, Additional Conditions Precedent to Grant, of the Grant Agreement between the Amateur Athletic Foundation and the County of Los Angeles, the County of Los Angeles hereby agrees to:

1. Waive all claims and recourse against the Foundation including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the Foundation, its officers, agents and employees.
2. Indemnify, hold harmless and defend the Foundation, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the performance of the Program except for liability arising out of the concurrent or sole negligence of the Foundation, its officers, agents or employees.
3. The Foundation shall be named as an additional insured on the Grantee's liability insurance policy and provide Foundation with a certificate of insurance.
4. At the option of the County, such insurance may be provided through self-insurance and the Foundation will accept the County's Certificate of self-insurance as evidence of such coverage.

SCHEDULE D

REPORTS TO BE FURNISHED:

I. PROGRESS REPORTS*

A. Interim Progress Report due:

July 30, 2004

II. FINAL REPORT**

A. Final Report due:

September 15, 2004

* Progress Reports must include, at a minimum, a written narrative addressing the progress of all phases of program development and a detailed accounting of expenditures to date and any available statistics or evaluative data on the program. Progress Report forms will be supplied.

** Final Report must be a complete review and report of the program including all statistical data, evaluation results expenditures.

SCHEDULE E

OTHER TERMS AND CONDITIONS:

The Amateur Athletic Foundation shall have the right to approve all publicity in advance of publication and Grantee shall submit to the Foundation any proposed materials for approval prior to their release.

All temporary or permanent signage shall be recommended and approved by Foundation. Foundation and Grantee shall mutually agree on proper name recognition for Foundation on equipment purchased with grant funds.

Grantee shall participate in the Foundation's Coaching Program by making arrangements with Foundation for the Grantee's coaches to attend a Coaching Workshop.

SAMPLE

EXHIBIT "1"

Installment Non-Capital Expenditure

Re: Program #20076.04B

Dear Sir or Madam:

This letter has reference to that certain Grant Agreement [the "Grant Agreement"] and any modifications or alterations thereto dated ***** between the Amateur Athletic Foundation of Los Angeles (the "Foundation") and the COUNTY OF LOS ANGELES, DEPARTMENT OF PARKS AND RECREATION (the "Grantee"). Capitalized terms used herein without further definition have the meanings specified in the Grant Agreement.

In consideration of the payment by the Foundation of the final installment of the Grant under the Grant Agreement:

1. The Grantee hereby reaffirms all of its executory obligations and duties under the Grant Agreement, including, but not limited to, its obligation to indemnify, defend and hold the Foundation harmless from liabilities and losses pursuant to Paragraph 9 of the Grant Agreement, without setoff or other defense.
2. The Grantee represents and warrants that, in the performance of the Grant Agreement and in the planning, arrangement, implementation, sponsoring and conduct of the program, no losses, injuries or damages were sustained by or to any person or property that have not been reported in writing to the Foundation.
3. The Grantee represents and warrants (a) that no audit, investigation, proceeding or other inquiry is pending by the internal Revenue Service, the Franchise Tax Board, the Attorney General of any state or any other governmental agency with respect to the Grantee or any affiliated organization and (b) that no legal, administrative or other proceeding is pending that concerns the Grant or the Program.
4. The Grantee acknowledges and confirms (a) that, upon payment of the final installment of the Grant, the Foundation has no further duty or obligation to the Grantee and (b) that no officer, director, employee or other representative of the Foundation had made any statement, representation or warranty that the Grant will be renewed or extended.

5. The Grantee represents and warrants that all promotional and advertising materials produced or authorized by the Grantee relating to the Program have given appropriate credit to the Foundation as required by the Grant Agreement. The Grantee confirms that all future promotional and advertising material produced or authorized by the Grantee relating to the Program will give appropriate credit to the Foundation as required by the Grant Agreement.

6. The Grantee represents and warrants that all contracts to which it has become a party in regard to the Program and/or the Grant are listed on Annex A attached hereto and include the language required by Paragraph 9 of the Grant Agreement.

7. The Grantee represents and warrants that the Grant has been expended solely for the purposes set forth in the Grant Agreement.

8. The Grantee agrees to repay any portion of the Grant which is not used for the purposes set forth in the Grant Agreement.

The Foundation shall be entitled to rely on the foregoing representations, warranties, confirmations, acknowledgments and agreements in disbursing the final installment of the Grant.

Sincerely yours,

AMATEUR ATHLETIC FOUNDATION OF LOS ANGELES

Executed by: _____

Title: _____

Organization: _____

Date: _____

Department of Parks and Recreation, Executive Office
433 South Vermont Avenue
Los Angeles, CA 90020
B 213/738-2811
F 213/738-6444
mdramos@co.la.ca.us

Los Angeles County

Fax



To: Ann Rain From: Margarita D. Ramos, Special Assistant
Fax: 213-252-0404 Pages: 2 + cover
Phone: x 2199 Date: 4/1/04
Re: ARR - Letter CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Thank you!



"creating community"



"enriching lives"



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
Risk Management Branch

3333 Wilshire Boulevard, Suite 820 • Los Angeles, California 90010
(213) 351-5346 • (213) 252-0406 Fax
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 10, 2003

Ms. Anita L. Defrantz, President
Amateur Athletic Foundation of Los Angeles
2141 West Adams Blvd.
Los Angeles, CAA 90018-2040

CERTIFICATE OF INDEMNIFICATION/SELF-INSURANCE

This is certification that the County of Los Angeles agrees to name and indemnify the Amateur Athletic Foundation of Los Angeles (AAF) as additional insured's under the County's program of Indemnification/Self Insurance for liability arising under the terms of the Non-Capital 2003 Summer Swim Grant Agreement between the County of Los Angeles Department of Parks and Recreation and AAF.

This Indemnification/Self Insurance Program includes Comprehensive General Liability, including bodily injury and property damage, Commercial Auto Liability and Workers' Compensation, warranted to meet the limits required in the agreement and will apply only to liability arising from the County's acts and omissions. The County will provide thirty (30) days written notice of any modification or cancellation of this Indemnification/Self Insurance Program.

This Coverage is effective for the term of the Non-Capital 2003 Summer Swim Grant Agreement between the County of Los Angeles Department of Parks and Recreation and AAF.

Please call me at (213) 351-6434 if you need further information.

Sincerely,

DAVID E. JANSSEN
Chief Administrative Officer

SAL REZA
Risk Management Branch

c: Ms. Sue Goodwin, LACO/Department of Parks and Recreation